

**RENEWAL  
CABLE TELEVISION LICENSE  
FOR  
THE TOWN OF ERVING,  
MASSACHUSETTS**

## TABLE OF CONTENTS

	<b>INTRODUCTION</b> .....	1
<b>ARTICLE 1</b>	<b>DEFINITIONS</b>	
Section 1.1	Definitions	
2		
<b>ARTICLE 2</b>	<b>GRANT OF RENEWAL LICENSE</b>	
Section 2.1	Grant of Renewal License .....	5
Section 2.2	Term: Non-Exclusivity .....	6
Section 2.3	Pole and Conduit Attachment Rights .....	6
Section 2.4	Renewal .....	6
Section 2.5	Police and Regulatory Powers	
7		
Section 2.6	Equal Protection .....	7
<b>ARTICLE 3</b>	<b>SYSTEM SPECIFICATIONS AND CONSTRUCTION</b>	
Section 3.1	Area to be Served .....	9
Section 3.2	Subscriber Network .....	10
Section 3.3	Subscriber Network Cable Drops .....	10
Section 3.4	Construction Schedule .....	10
Section 3.5	Changeover Procedure .....	11
Section 3.6	Parental Control Capability .....	12
<b>ARTICLE 4</b>	<b>TECHNOLOGY AND SAFETY STANDARDS</b>	
Section 4.1	System Maintenance .....	13
Section 4.2	Repairs and Restoration .....	14
Section 4.3	Tree Trimming .....	15
Section 4.4	Strand Maps .....	15
Section 4.5	Building Moves .....	15
Section 4.6	Dig Safe .....	15
<b>ARTICLE 5</b>	<b>COMMUNITY CHANNEL(S)</b>	
Section 5.1	Community Programming .....	16
Section 5.2	Community Studio and Equipment .....	17
Section 5.3	Emergency Use .....	17
Section 5.4	Commercial Access .....	17

*Renewal Cable Television License - Town of Erving, MA*  
*Term: 8/15/98 - 8/14/08 (10 yrs)*

( i )

Section 5.5	Equal Opportunity . . . . .	17
Section 5.6	Programming Exclusivity and Non-Competition . . . . .	18
Section 5.7	Editorial Control . . . . .	18

**ARTICLE 6**  
**CUSTOMER SERVICE AND CONSUMER PROTECTION**

Section 6.1	Customer Service	19
Section 6.2	Consumer Compliant Procedures	19
Section 6.3	Subscribers' Antennas - Switching Devices . . . . .	21
Section 6.4	Channel Transpositions . . . . .	21
Section 6.5	Service Interruptions . . . . .	21
Section 6.6	Subscriber Privacy and Rights to Information . . . . .	22
Section 6.7	Damaged or Lost Equipment . . . . .	22

**ARTICLE 7**  
**RATES AND CHARGES**

Section 7.1	Rates and Charges . . . . .	23
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**ARTICLE 8**  
**REGULATORY OVERSIGHT**

Section 8.1	Indemnification . . . . .	24
Section 8.2	Insurance . . . . .	24
Section 8.3	Performance Bond . . . . .	25
Section 8.4	License Fees . . . . .	26
Section 8.5	Reports . . . . .	26
Section 8.6	Equal Employment Opportunity . . . . .	27
Section 8.7	Revocation of License . . . . .	27
Section 8.8	Notice and Opportunity to Cure . . . . .	28
Section 8.9	Transfer or Assignment . . . . .	28
Section 8.10	Removal of System . . . . .	28
Section 8.11	Incorporation by Reference . . . . .	29

**ARTICLE 9**  
**MISCELLANEOUS**

Section 9.1	Severability . . . . .	30
Section 9.2	Force Majeure . . . . .	30
Section 9.3	Notices . . . . .	31

<b>SIGNATURE PAGE . . . . .</b>	<b>32</b>
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Exhibit A	Area to be Served
Exhibit B	Extended Areas to be Served

Exhibit C      Current Schedule of Rates and Charges

( ii )

## **ERVING RENEWAL LICENSE INTRODUCTION**

WHEREAS, MediaOne of Pioneer Valley, Inc. (hereinafter "MediaOne" or "Licensee") is the duly authorized holder of a license to operate a cable communications system in the Town of Erving, Massachusetts (hereinafter the "Town"), said license having originally commenced on August 14, 1988;

WHEREAS, MediaOne filed a request for a renewal of its license by a renewal proposal dated March 27, 1998 in conformity with the Cable Communications Policy Act of 1984;

WHEREAS, there has been an opportunity for public comment, as required by Section 626(h) of the Cable Communications Policy Act;

WHEREAS, the Board of Selectmen, as the Issuing Authority, finds that the renewal of MediaOne's license is appropriate in light of its past performance, compliance with the terms of its existing license, and the terms contained in its request for license renewal; and

NOW THEREFORE, after due and full consideration, the Town and MediaOne agree that this Renewal License is issued upon the following terms and conditions:

## **ARTICLE 1**

### **DEFINITIONS**

#### **SECTION 1.1 - DEFINITIONS**

The following terms used in this Renewal License shall have the following meanings:

(a) Basic Broadcast Service - That service tier which shall include at least the retransmission of local broadcast television signals and the public, educational and governmental ("PEG") access channels, in accordance with the Cable Act of 1992.

(b) Broadcast - Over-the-air transmission by a radio or television station.

(c) Cable Act - Cable Communications Policy Act of 1984, Public Law No. 98-549, 98 Stat. 2779 (1984), 47 U.S.C. 521 et seq., amending the Communications Act of 1934, as further amended by the 1992 Cable Consumer Protection and Competition Act, Public Law No. 102-385 and the Telecommunications Act of 1996, Public Law No. 104-458, 110 Stat. 56 (1996).

(d) Cable Communications System or Cable System - The cable television system owned, constructed, installed, operated and maintained in the Town of Erving for the provision of broadband telecommunications services capable of operating as a fully addressable system of antennas, cables, wires, lines, fiber-optic cables, towers, wave guides or other conductors, converters, equipment or facilities, designed to provide telecommunications services, which includes, but is not limited to distributing video programming and technologies to Subscribers, and/or producing, receiving, amplifying, storing, processing, or distributing audio, video, digital or other forms of signals to subscribers and in accordance with the terms and conditions in this Renewal License.

(e) Cable Service - The one-way transmission to Subscribers of video programming, or other programming service (including music), and Subscriber interaction, if any, which is required for the selection of such video programming or other programming service, and the installation and rental of equipment necessary for the receipt thereof.

(f) Community Programming - Programming produced jointly by community volunteers and employees of the Licensee.

(g) Division - The Massachusetts Cable Television Division appointed pursuant to Chapter 166A of the General Laws of the Commonwealth of Massachusetts.

(h) Drop - The coaxial cable that connects a home or building to the Subscriber Network or Institutional Network ("I-Net").

(i) Effective Date - August 15, 1998

(j) FCC - Federal Communications Commission.

(k) Issuing Authority - The Board of Selectmen of the Town of Erving, Massachusetts.

(l) Licensee - MediaOne of Pioneer Valley, Inc. ("MediaOne"), or any successor or transferee in accordance with the terms and conditions in this Renewal License.

(m) Outlet - An interior receptacle that connects a television set to the Cable Communications System.

(n) Programming - Any video, audio, text or data coded signal carried over the Cable Communications System.

(o) Renewal License - The license granted herein.

(p) Standard Service Package - A combination of Cable Service tiers, consisting of the Basic Broadcast Service tier and Cable Programming Service tiers,



as provided by the Licensee as of the Effective Date and including any individual broadcast channels or cable networks added to these tiers as a result of the reconstruction of the Cable Communications System.

(q) Subscriber - A person or entity who contracts with the Licensee for, and lawfully receives, the video signals and Cable Services distributed by the Cable Communications System.

(r) Subscriber Network - The trunk and feeder signal distribution network over which video, audio, text and data signals are transmitted to Subscribers.

(s) Town - The Town of Erving, Massachusetts.

## **ARTICLE 2**

### **GRANT OF RENEWAL LICENSE**

#### **SECTION 2.1 - GRANT OF RENEWAL LICENSE**

(a) Pursuant to the authority of Chapter 166A of the General Laws of the Commonwealth of Massachusetts, and Cable Communications Policy Act of 1984 as amended, the Issuing Authority hereby grants a non-exclusive Renewal License to MediaOne of Pioneer Valley, Inc., a Massachusetts Corporation, authorizing and permitting said Licensee to construct, operate and maintain a Cable Communications System within the municipal limits of the Town of Erving.

(b) This Renewal License is granted under and in compliance with the Federal Cable Act and Chapter 166A of the General Laws of the Commonwealth of Massachusetts, and in compliance with all rules and regulations of the FCC and the Division and all other applicable rules and regulations in force and effect during the period for which this Renewal License is granted.

(c) Subject to the terms and conditions herein, the Issuing Authority hereby grants to the Licensee the right to construct, upgrade, install, operate and maintain a Cable Communications System, including such lines, cables, fiber optics, conductors, ducts, conduits, vaults, manholes, amplifiers, appliances, pedestals, attachments and other property and equipment as are necessary and appropriate to the operation of the Cable Communications System, in, under, over, along, across and upon the streets, lanes, avenues, alleys, sidewalks, bridges, highways and other public places under the jurisdiction of the Town within the municipal boundaries and subsequent additions thereto, including property over which the Town has a sufficient easement or right-of-way, for the purpose of reception, transmission, amplification, origination, distribution or redistribution of video, audio, text, data

and other impulses in accordance with the laws of the United States of America, the Commonwealth of Massachusetts, and bylaws/ordinances of the Town of Erving.

## **SECTION 2.2 - TERM: NON-EXCLUSIVITY [SEE G.L.c. 166A §§3(d) and 13]**

The term of this Renewal License shall be for a period of ten (10) years and shall commence on August 15, 1998, following the expiration of the current License, and shall terminate at midnight on August 14, 2008.

## **SECTION 2.3 - POLE AND CONDUIT ATTACHMENT RIGHTS**

Pursuant to G.L.c. 166 §§22-25, permission is hereby granted to the Licensee to attach or otherwise affix cables, wire, or optical fibers comprising the Cable Communications System to the existing poles and conduits on and under public streets and ways, provided the Licensee secures the permission and consent of the public utility companies to affix the cables and/or wires to their pole and conduit facilities. By virtue of this License the Town grants Licensee equal standing with power and telephone utilities in the manner of placement of facilities on public ways.

## **SECTION 2.4 - RENEWAL**

(a) In accordance with the provisions of federal law, Section 13 of Chapter 166A of the General Laws of the Commonwealth of Massachusetts and applicable regulations, this Renewal License shall be subject to additional renewals for the periods not to exceed ten (10) years or such other periods as allowed by law.

(b) The Town may initiate renewal discussions with the Licensee at such time as adjoining communities are negotiating renewal licenses with the Licensee.

Provided however any renewal period negotiated pursuant to said early renewal discussions shall run on and after the term of this Renewal License.

## **SECTION 2.5 - POLICE AND REGULATORY POWERS**

The Licensee's rights are subject to the powers of the Town to adopt and enforce general bylaws/ordinances necessary for the safety and welfare of the public, provided that such bylaws/ordinances are of general applicability and not specific to the Cable Communications System, the Licensee, or this License.

## **SECTION 2.6 - EQUAL PROTECTION**

(a) The Issuing Authority agrees that it shall not permit another licensee to utilize the public rights-of-way on terms and conditions which are more favorable or less burdensome than those applied to the Licensee. In applying this provision, the Issuing Authority shall consider the following: 1) the fees assessed on any other licensee shall be no more or less than the fees for this License; 2) the channels and support for local programming and access channels shall be no less than the channels and support provided by the Licensee; 3) the area served in the Town by the Licensee; and 4) other requirements imposed on any other licensee for the benefit of the Town shall have a net present value at the time of licensing equal to the net present value of the support provided by Licensee under this License. To the extent such licensee is not subject to such requirements, Licensee's corresponding obligations shall be reduced to reflect terms and conditions which are no more burdensome and no less favorable than those applied to any other licensee.

(b) In the event another provider(s) of multichannel programming serves Subscribers in the Town, but is not required to be licensed by the Town, and to the extent such multichannel programming competitor(s) is not required to: 1) pay any franchise fee, 2) pay for support of public, educational or government access programming, 3) make a capital grant for public, educational or government access equipment/facilities, 4) provide drops and service to public buildings, and/or 5)

comply with customer service standards, the Town, upon request of the Licensee, shall hold a public hearing and afford the Licensee the opportunity to demonstrate the disparate burdens and inequities on Licensee of having to comply with said requirements and the economic injury which has occurred or is likely to occur therefrom.

(c) Should the conditions which Licensee demonstrates in the aforementioned hearing give rise to a competitive disadvantage for the Licensee, the Town shall rectify said differences by modifying the License in such a manner as to relieve the Licensee of the burdens which are not imposed on the Licensee's competitor(s) or by imposing similar requirements on the competing multichannel programming provider.

### **ARTICLE 3**

#### **SYSTEM SPECIFICATIONS AND CONSTRUCTION**

##### **SECTION 3.1 - AREA TO BE SERVED [SEE G.L.c. 166A §3(a)]**

(a) The areas to be served in the Town of Erving are identified in **Exhibit A** attached hereto and made a part hereof. In addition, Licensee agrees to extend service to those areas as set forth and described in **Exhibit B** attached hereto and made a part hereof. Licensee agrees to commence said extension of service area concurrent with the upgrade of the Subscriber Network as set forth in Section 3.2 herein. Licensee further agrees to complete said extension of service area no later than one (1) year following the completion of the upgrade of the Subscriber Network.

(b) Service shall be provided to every dwelling occupied by a person requesting Cable Service provided that the Licensee is able to obtain from the property owners any necessary easement and/or permits in accordance with Section 621 (a)(2) of the Federal Cable Communications Act of 1984. After completion of the initial service area, the Licensee shall extend the Cable System into abutting areas within the Town where there are a minimum of twenty-five (25) dwelling units per aerial strand mile of cable, and forty (40) dwelling units per underground mile of cable, calculated from the end of the nearest trunk line. Licensee shall make its best efforts to commence said extensions within six (6) months of notification to the Licensee by the Issuing Authority that an area has met the density standard set forth herein. Subject to timely performance of walk-out, make-ready and location of underground utilities by the telephone and electric utility companies.

## **SECTION 3.2 - SUBSCRIBER NETWORK**

The Licensee shall upgrade and maintain a Cable Communications System utilizing addressable technology and capable of 550 MHz of analog signal transmission (77 channels of video programming).

## **SECTION 3.3 - SUBSCRIBER NETWORK CABLE DROPS**

### **[SEE G.L.c. 166A §5(e)]**

The Licensee shall install one (1) Drop, Outlet and the Standard Service Package to all municipal and other public buildings reasonably requested in writing by the Issuing Authority which lie along its cable routes in the Town. Said installation shall be without charge, provided the distance from the System to the building is no more than two hundred feet (200 ft.) and absent of other unusual installation conditions and requirements. Should the distance be greater, the Issuing Authority may release the Licensee in writing from its obligation or the Town may pay the Licensee all direct incremental costs incurred to provide the installation in excess of two hundred feet (200 ft.). The Issuing Authority or its designee shall consult with the appropriate individuals to determine the appropriate location for each Drop prior to requesting that the Licensee install the free service. Nothing in this Section shall require the Licensee to install an additional Drop or Outlet to any municipal or public building which already has a free Drop or Outlet provided under the terms of the prior license.

## **SECTION 3.4 - CONSTRUCTION SCHEDULE [SEE G.L.c. 166A §3(b) and (c)]**

(a) Rebuild construction and activation of the Cable Communications System shall be completed by December 31, 2000 unless an extension is granted pursuant to this subsection. Notwithstanding the above, upon written application by



the Licensee to the Issuing Authority at least thirty (30) days prior to the construction deadline or any extension thereof, the Issuing Authority may grant a reasonable

extension of time to permit the Licensee to comply with the construction deadline; provided that such written application sufficiently states and documents that the need for such extension is for good cause and due to circumstances beyond the reasonable control of the Licensee. Among events or circumstances deemed to be beyond the reasonable control of the Licensee are: the timely performance of walk-out, make-ready and the location of underground utilities by the telephone and electric utility companies; the timely delivery of equipment by suppliers, provided the Licensee exercises due diligence in placing purchase orders for such equipment; the timely performance of contractual obligations by sub-contractors, provided that the Licensee exercises due diligence in selecting sub-contractors, supervising their performance and seeking compliance with any and all agreements with them; labor disputes, provided the Licensee exercises due diligence in seeking settlement of such disputes; and acts of God, including severe weather conditions, provided that the Licensee uses due diligence to complete installation on or before the deadline herein.

(b) In constructing the Cable Communications System, the Licensee shall follow present and future pole placements in the Town. Where telephone and electric utilities are both underground, the licensee shall place its cables underground.

### **SECTION 3.5 - CHANGEOVER PROCEDURE**

The Licensee shall change over all of its Subscribers from the existing cable system to the newly built Cable Communications System in accordance with the following procedure: Before any Subscriber is changed over to the newly built Cable System, the Licensee shall inform all Subscribers of, among other topics, the

method of changeover, the timetable for changeover, the Cable Service(s), increased channel capacity and all rates and charges.

### **SECTION 3.6 - PARENTAL CONTROL CAPABILITY**

(a) Upon request, and at no separate, additional charge, the Licensee shall provide Subscribers with the capability to control the reception of any channel on the Cable Communications System.

(b) The Issuing Authority acknowledges that the parental control capability may be part of a converter box and the Licensee may charge Subscriber for use of said box.

## **ARTICLE 4**

### **TECHNOLOGICAL AND SAFETY STANDARDS**

#### **SECTION 4.1 - SYSTEM MAINTENANCE**

(a) In installing, operating and maintaining equipment, cable and wires, the Licensee shall avoid damage and injury to trees, structures and improvements in and along the routes authorized by the Issuing Authority, except as may be approved by the Issuing Authority if required for the proper installation, operation and maintenance of such equipment, cable and wires.

(b) The construction, maintenance and operation of the Cable Communications System for which this Renewal License is granted shall be done in conformance with all applicable federal, state or local bylaws/ordinances, codes and regulations, including but not limited to OSHA, the National Electrical Safety Code, and the rules and regulations of the FCC as the same exist or as same may be hereafter changed or amended.

(c) Operating and maintenance personnel shall be thoroughly trained in the use of all safety equipment and the safe operation of vehicles and equipment. All areas of the Cable Communications System shall be routinely inspected and maintained by the Licensee so that conditions that could develop into safety hazards for the public and/or operating and maintenance personnel can be corrected before they become a hazard. The Licensee shall install and maintain its wire, cable, fixtures, and other equipment in such a manner as shall not interfere with any installations of the Town or any public utility serving the Town.

(d) All structures and all lines, equipment and connections in, over, under, and upon streets, sidewalks, alleys, and public and private ways and places of the

Town, wherever situated or located shall at all times be kept and maintained by the Licensee in a safe and suitable condition and in good order and repair.

(e) The signal of any television or radio station carried on the Cable Communications System shall be carried without material degradation in quality at all subscribing locations within the limits imposed by the technical specifications of the Cable System and as set forth by the FCC. The Cable Communications System shall be operated and maintained so as to comply with the technical standards set forth in the FCC's rules and regulations as they apply to cable television systems.

(f) Upon written notice from the Town, the Licensee shall remedy a general deficiency with respect to the technical standards described herein within three (3) months of receipt of notice and a safety deficiency within forty-eight (48) hours of receipt of notice and shall notify the Town when the deficiency has been corrected.

#### **SECTION 4.2 - REPAIRS AND RESTORATION [SEE G.L.c. 166A §5(g)]**

Whenever the Licensee takes up or disturbs any pavement, sidewalk or other improvement of any public or private way or place, the same shall be replaced and the surface restored in as reasonably good condition as before entry as soon as practicable. If the Licensee fails to make such restoration within a reasonable time, the Issuing Authority may fix a reasonable time for such restoration and repairs, and shall notify the Licensee in writing of the restoration and repairs required and the time fixed for the performance thereof. Upon failure of the Licensee to comply within the time specified, the Issuing Authority may cause proper restoration and repairs to be made and the expense of such work shall be paid by the Licensee upon demand by the Issuing Authority.

### **SECTION 4.3 - TREE TRIMMING**

The Licensee shall have authority to trim trees upon and overhanging public streets, alleys, sidewalks and ways and places of the Town so as to prevent the branches of such trees from coming in contact with the wires, cables and equipment of the Licensee, in accordance with applicable state law and any Town bylaws/ordinances and regulations.

### **SECTION 4.4 - STRAND MAPS**

The Licensee shall maintain a complete set of strand maps of the Town, on which will be shown those areas in which its facilities exist, the location of all streets and the location of all residences. The strand maps will be available for inspection by the Issuing Authority on request.

### **SECTION 4.5 - BUILDING MOVES**

In accordance with applicable laws, the Licensee shall, at its expense, upon the request of any person holding a building moving permit issued by the Town, temporarily raise or lower its wires to permit the moving of the building(s). The Licensee shall be given not less than thirty (30) days advance notice to arrange for such temporary wire changes. If funds are available to defray the cost and expense of relocating the plant and equipment of any public utility or private company using such street, easement, or right-of-way, such funds shall also be made available to the Licensee.

### **SECTION 4.6 - DIG SAFE**

The Licensee shall comply with all applicable "dig safe" provisions pursuant to G.L.c. 82 §40.

*Renewal Cable Television License - Town of Erving, MA*  
*Term: 8/15/98 - 8/14/08 (10 yrs.)*



## **ARTICLE 5**

### **COMMUNITY CHANNEL(S)**

#### **SECTION 5.1 - COMMUNITY PROGRAMMING**

(a) No later than six (6) months following completion of the upgrade of the Subscriber Network, and subsequent to a formal written request from the Issuing Authority, the Licensee shall provide a community channel for use by residents to the Town, the educational authorities and local government officials.

(b) The Licensee shall not charge residents of the Town, educational authorities or local government for non-commercial use of the community programming channel(s).

(c) Rules shall be established by the Licensee in cooperation with the Issuing Authority regarding community programming, priority of use of the community programming channels(s), the prohibition of lottery information and obscene or indecent matter (modeled after prohibitions found in other FCC rules and regulations), and permitting public inspection of a complete record of names and addresses of all persons or groups requesting time on the community programming channel(s).

(d) Within thirty (30) days of activating a community programming channel in accordance with subsection (a) above, Licensee shall provide the Town with Ten Thousand Dollars (\$10,000) to purchase equipment, including but not limited to a modulator and demodulator, video camera, play deck, character generator and other equipment used to program said channel. Said equipment will be owned and maintained by the Town.

## **SECTION 5.2 - COMMUNITY STUDIO AND EQUIPMENT**

The Licensee shall maintain and manage adequate facilities and equipment in the area for the production of community programming by residents and organizations of the Town of Erving.

## **SECTION 5.3 - EMERGENCY USE**

In the case of any civil emergency or disaster, the Licensee shall, upon request of the Issuing Authority, make available to the Town a channel for use during the civil emergency or disaster period.

## **SECTION 5.4 - COMMERCIAL ACCESS**

The Licensee shall make channel capacity available as required by federal law for commercial access cablecasting to any person, group, organization, or entity upon reaching an appropriate agreement. Rates for use of commercial access channels shall be negotiated between the Licensee and the commercial user in accordance with federal regulations.

## **SECTION 5.5 - EQUAL OPPORTUNITY [SEE G.L.c. 166A §5(j)]**

If the Licensee permits any person who is a legally qualified candidate for any public office to employ the facilities of its Cable Communications System to originate and disseminate political campaign material, it shall afford equal opportunities to all other such candidates for the same office. If the Licensee permits any person to originate and disseminate any views concerning a controversial issue of public importance, it shall afford reasonable opportunity for the presentation over its facilities of contrary points of view on the same terms and conditions. The conduct of the Licensee with respect to all program origination

within its control shall be consistent with, and guided by, the rules and regulations of the FCC, found in 47 CFR §§76.205 and 76.209 and any and all other applicable laws and regulations.

## **SECTION 5.6 - PROGRAMMING EXCLUSIVITY AND NON-COMPETITION**

The Town agrees that it will not use its designated community channel or other facilities to provide for-profit commercial services which have the effect of competing with the Licensee's telecommunications business. In addition, any programming produced under the provisions of Article 5 or produced by the Licensee or in any of its facilities shall not be commercially distributed without the consent of the Licensee.

## **SECTION 5.7 - EDITORIAL CONTROL**

The Licensee shall be permitted only to exercise editorial control over programming to the extent permitted by federal law.

## **ARTICLE 6**

### **CUSTOMER SERVICE AND CONSUMER PROTECTION**

#### **SECTION 6.1 - CUSTOMER SERVICE**

(a) The Licensee shall provide and maintain a toll-free 24-hour answering line which Subscribers may call without incurring added message units or toll charges so that prompt maintenance and service is available. At the time of initial subscription the Licensee shall give each new subscribing household a notice of billing practices and dispute procedures, which notice shall include the Licensee's telephone number.

(b) Upon reasonable notice the Licensee shall expeditiously investigate and resolve complaints regarding the quality of service, equipment malfunctions and similar matters. The Licensee shall also maintain records of all reported complaints and action taken to respond to such complaints and shall make such records available to the Issuing Authority or designee for inspection upon request, but shall also comply with Subscribers' privacy rights in accordance with federal law.

(c) The Licensee shall respond to all service calls within twenty-four (24) hours and correct malfunctions as promptly as possible. A serious system malfunction will be serviced as soon as possible after its discovery. For these purposes, the Licensee shall maintain a competent staff of employees sufficient to provide adequate and prompt service to its Subscribers.

#### **SECTION 6.2 - CONSUMER COMPLAINT PROCEDURES**

The Licensee shall establish a procedure for resolution of complaints by Subscribers. Upon reasonable notice, the Licensee shall expeditiously investigate and resolve all complaints regarding the quality of service, equipment malfunctions

and similar matters. In the event that a Subscriber is aggrieved, the Issuing Authority shall be responsible for receiving and acting upon Subscriber complaints and/or inquiries, as follows:

(a) Upon request of the Issuing Authority the Licensee shall, within ten (10) days after receiving a complaint and/or inquiries, send a written report to the Issuing Authority with respect to any complaint. Such report shall provide a full explanation of the investigation, finding and corrective steps taken by the Licensee.

(b) Should a Subscriber have an unresolved complaint regarding cable television operations, the Subscriber shall be entitled to file his or her complaint with the Issuing Authority or its designee, who shall have primary responsibility for the continuing administration of this Renewal License and the implementation of complaint procedures. The Subscriber shall thereafter meet jointly with the Issuing Authority or its designee and a representative of the Licensee, within thirty (30) days of the Subscriber's filing of his or her complaint, in order to fully discuss and resolve such matter. The Licensee shall notify each new Subscriber, at the time of initial subscription to Cable Service, of the procedures for reporting and resolving all such complaints.

(c) Notwithstanding the foregoing, if the Issuing Authority or its designee determines it to be in the public interest, the Issuing Authority or its designee may investigate any multiple complaints or disputes brought by Subscribers arising from the operations of the License.

(d) In the event that the Issuing Authority or its designee documents a pattern of multiple unresolved Subscriber complaints, the Issuing Authority or its designee shall suggest appropriate amendments to the Licensee's procedures for the resolution of complaints, which the Licensee shall not unreasonably refuse to incorporate into this Renewal License.

*Renewal Cable Television License - Town of Erving, MA*  
*Term: 8/15/98 - 8/14/08 (10 yrs.)*

**SECTION 6.3 - SUBSCRIBERS' ANTENNAS - SWITCHING DEVICES**  
**[SEE G.L.c. 166 §5(h)]**

The Licensee shall not remove any television antenna of any Subscriber but shall, at the Licensee's actual cost, plus reasonable rate of return offer an adequate switching device to allow the Subscriber to choose between cable television and non-cable reception. In the event that Massachusetts General Laws are amended to remove this provision of the law, this Section shall be null and void.

**SECTION 6.4 - CHANNEL TRANSPOSITIONS [SEE G.L.c. 166A §5(i)]**

Whenever the Licensee transposes any television signal from the channel on which it was originally broadcast so that it is received on a different channel on the receiving sets of Subscribers, the Licensee shall at least one (1) month prior to such transpositions notify its Subscribers in writing of such transpositions and provide them with a marker suitable for mounting on television receivers indicating the fact of such transposition.

**SECTION 6.5 - SERVICE INTERRUPTIONS [SEE G.L.c. 166A §5(1)]**

In the event that the Licensee's service to any Subscriber is completely interrupted for twenty-four (24) or more consecutive hours, it will grant such Subscriber a pro rata credit or rebate, on a daily basis, of that portion of the service charge during the next consecutive billing cycle, or at its option, apply such credit to any outstanding balance then currently due. In the instance of other individual Subscriber service interruptions, credits shall be applied as described above after due notice to the Licensee from the Subscriber.

## **SECTION 6.6 - SUBSCRIBER PRIVACY AND RIGHTS TO INFORMATION**

(a) The Licensee shall not collect, store, use or make available to any third party data relating to individual subscribing households without first giving the Subscriber an opportunity to remove his or her name from the Licensee's list of Subscribers. The conduct of the Licensee under this Section shall be consistent with and governed by Section 631 of the Cable Communications Policy Act of 1984, "Protection of Subscriber Privacy."

(b) Any Subscriber, may upon written request, examine all records maintained by the Licensee relating to the Subscriber's account. The Licensee shall insure that all information related to billing and service requests is accurate and up-to-date and shall promptly correct any errors upon discovery.

## **SECTION 6.7 - DAMAGED OR LOST EQUIPMENT**

In the event that a Subscriber is unable to provide documentation to substantiate that a converter was stolen or destroyed by fire, the Licensee shall be entitled to assess a replacement cost for a missing converter. In the event that a Subscriber supplies the Licensee with a police or fire report which evidences that the loss of a converter resulted from theft or fire, the Licensee may assess the Subscriber the replacement cost of such converter, or, at its election, waive any charges.



## **ARTICLE 7**

### **RATES AND CHARGES**

#### **SECTION 7.1 - RATES AND CHARGES**

(a) A price schedule for service and installation in effect on the date of execution of this Renewal License is attached hereto as **Exhibit C**. Any changes in prices will be in conformance with the federal law, the rules and regulations of the FCC (47 CFR §76.33) and any currently or hereinafter applicable federal and/or state laws and regulations.

(b) The Issuing Authority acknowledges that under the 1992 Cable Television Consumer Protection and Competition Act, certain costs of public, educational and governmental ("PEG") access and other license requirements, plus the cost of money, may be passed through to the Subscribers in accordance with federal law.

(c) The Licensee may require a deposit or refuse service for a bona fide credit reason. The Licensee may levy reasonable collection charges, including a late fee, on overdue or delinquent accounts. The Licensee requires that the account of any Subscriber requesting work be current before such work is performed.

## **ARTICLE 8**

### **REGULATORY OVERSIGHT**

#### **SECTION 8.1 - INDEMNIFICATION [SEE G.L.c. 166A §5(b)]**

The Licensee shall at its sole cost and expense indemnify and hold the Town harmless at all times during the term of this Renewal License, and subsequent renewals, if any, from any and all claims for injury and damage to persons or property, both real and personal, caused by the construction, installation, operation or maintenance of any structure, equipment, wire or cable authorized to be installed pursuant to this Renewal License. Upon receipt of notice in writing from the Issuing Authority, the Licensee shall at its own expense defend any action or proceeding against the Town in which it is claimed that personal injury or property damage was caused by activities of the Licensee, its employees and/or agents, in the construction, installation, operation or maintenance of its Cable Communications System.

#### **SECTION 8.2 - INSURANCE [SEE G.L.c. 166A §5(c)]**

(a) The Licensee shall carry insurance throughout the term of this Renewal License and any removal period pursuant to G.L.c. 166A, §5(f) with the Town named as an additional insured with an insurance company satisfactory to the Issuing Authority indemnifying the Town and the Licensee from and against any and all claims for injury or damage to persons or property, both real and personal, caused by the construction, installation, operation, maintenance or removal of its Cable System. The amount of such insurance against liability for damage to property shall be no less than One Million Dollars (\$1,000,000) as to any one occurrence. The amount of such insurance for liability for injury or death to any

person shall be no less than One Million Dollars (\$1,000,000). The amount of such insurance for excess liability shall be Five Million Dollars (\$5,000,000) in umbrella form. Policies will contain a provision that the Issuing Authority will receive thirty (30) days written notice prior to any cancellation.

(b) The Licensee shall carry insurance against all claims arising out of the operation of motor vehicles and general tort or contract liability in the amount of One Million Dollars (\$1,000,000).

(c) All insurance coverage, including Workers' Compensation, shall be maintained throughout the period of this Renewal License. All expenses incurred for said insurance shall be at the sole expense of the Licensee.

### **SECTION 8.3 - PERFORMANCE BOND [SEE G.L.c. 166A §5(k)]**

(a) The Licensee has submitted and shall maintain throughout the duration of the Renewal License and any removal period pursuant to G.L.c. 166A, §5(f) a performance bond running to the Town with a company surety satisfactory to the Issuing Authority to guarantee the following terms:

- (1) the satisfactory completion of the installation and operation of the Cable System in the time schedule provided herein and otherwise of G.L.c. 166A §5(a), (m) and (n);
- (2) the satisfactory restoration of pavements, sidewalks and other improvements in accordance with G.L.c. 166A §5(g);
- (3) the indemnity of the Town in accordance with G.L.c. 166A §5(b); and
- (4) the satisfactory removal or other disposition of the Cable System in accordance with G.L.c. 166A §5(f).

(b) During the period of upgrade and/or rebuild construction this bond shall be in the amount of One Hundred Thousand dollars (\$100,000).

(c) Upon completion of upgrade and/or rebuild construction and following a reasonable period of satisfactory operation as determined by the Issuing Authority and the Licensee the amount of the bond shall be reduced to Twenty-five Thousand Dollars (\$25,000) upon a written request by the Licensee.

#### **SECTION 8.4 - LICENSE FEES**

During the term of the Renewal License the annual license fee payable to the Town shall be fifty cents (\$.50) per Subscriber served as of the last day of the preceding calendar year, payable on or before March 15th of the said year.

#### **SECTION 8.5 - REPORTS [SEE G.L.c. 166A §§8 and 10]**

(a) The Licensee shall file annually with the Division on forms prescribed by the Division, a sworn statement of its revenues and expenses for official use only. In addition, the Licensee shall also file with the Division, a financial balance sheet and statement of ownership which shall be supplied upon request of the Issuing Authority. These requirements shall be subject to the regulations of the Division.

(b) As provided by law and applicable regulations every three (3) months the Licensee shall notify the Issuing Authority and the Division, on forms prescribed by the Division, of complaints of Subscribers received during the reporting period and the manner in which the complaints have been met, including the time required to make any necessary repairs or adjustments.

(c) In addition, the Licensee shall maintain for public inspection all records required by the FCC and as specified in 47CFR §76.305 in the manner prescribed therein.

## **SECTION 8.6 - EQUAL EMPLOYMENT OPPORTUNITY**

The Licensee is an Equal Opportunity Employer and must file an Equal Employment Opportunity Plan with the FCC and otherwise comply with the FCC regulations with respect to Equal Employment Opportunities. The Licensee has filed its current plan with the FCC and agrees to abide by such plan.

## **SECTION 8.7 - REVOCATION OF LICENSE [SEE G.L.c. 166A §11]**

The Renewal License may, after due notice and hearing, be revoked by the Issuing Authority or the Division for any of the following reasons:

- (a) For false or misleading statements in, or material omissions from, the application submitted under Section 4 of G.L.c. 166A;
- (b) For failure to file and maintain the performance bond as described in Section 8.3 (Performance Bond) or to maintain insurance as described in Section 8.2 (Insurance);
- (c) For repeated violations, as determined by the Division, of commitments of the license as set forth in Section 5(j) of G.L.c. 166A;
- (d) For repeated failure to maintain signal quality pursuant to the standards provided for by the FCC and/or Division;
- (e) For any transfer or assignment of the Renewal License or control thereof without consent of the Issuing Authority;
- (f) For failure to complete construction in accordance with the provisions of the Renewal License; and
- (g) For repeated failure to comply with any of the material terms and conditions of the Renewal License.

## **SECTION 8.8 - NOTICE AND OPPORTUNITY TO CURE**

Prior to instituting any action against the Licensee under either Section 8.3 (Performance Bond) or Section 8.7 (Revocation of License), the Issuing Authority shall notify the Licensee of specific failure and shall give the Licensee thirty (30) days, or such longer time as may be granted by the Issuing Authority in its reasonable discretion, in which to rectify such failure and shall not proceed further if the matter is resolved to the reasonable satisfaction of the Issuing Authority within the specified time period.

## **SECTION 8.9 - TRANSFER OR ASSIGNMENT [SEE G.L.c. 166A §7]**

This Renewal License or control hereof shall not be transferred or assigned without the prior written consent of the Issuing Authority, which consent shall not be arbitrarily or unreasonably withheld. The consent of the Issuing Authority shall be given only after a hearing upon written application therefor on forms prescribed by the Division. The application for consent to an assignment or transfer shall be signed by the Licensee and by the proposed assignee or transferee or by their representatives, evidence of whose authority shall be submitted with the application.

## **SECTION 8.10 - REMOVAL OF SYSTEM [SEE G.L.c. 166A]**

Upon termination of this Renewal License or of any renewal hereof by passage of time or otherwise, the Licensee shall remove its supporting structures, poles, transmission and distribution systems and other appurtenances from the streets, ways, lanes, alleys, parkways, bridges, highways, and other public and private places in, over, under, or along which they are installed and shall restore the areas to their original condition. If such removal is not completed within six (6) months of such termination, the Issuing Authority or property owner may deem any

property not removed as having been abandoned. Such abandonment shall not relieve the Licensee of cost of removal.

## **SECTION 8.11 - INCORPORATION BY REFERENCE**

(a) All presently and hereafter applicable conditions and requirements of federal, state and local laws/ordinances, including but not limited to Massachusetts General Laws, Chapter 166A, and the rules and regulations of the FCC and the Division, as they may be amended from time to time, are incorporated herein by reference, to the extent not enumerated herein. All such general laws, rules, and regulations, as amended, shall control the interpretation and performance of this Renewal License to the extent that any provision of this Renewal License conflicts with or is inconsistent with such laws, rules or regulations.

(b) Should the Commonwealth of Massachusetts, the federal government or the FCC require the Licensee to perform or refrain from performing any act the performance or non-performance of which is inconsistent with any provisions herein, the Issuing Authority and the Licensee will thereupon, if they determine that a material provision herein is affected, modify any of the provisions herein to reflect such government action.



## **ARTICLE 9**

### **MISCELLANEOUS**

#### **SECTION 9.1 - SEVERABILITY**

If any section, paragraph, term or provision of this License is determined to be illegal, invalid or unconstitutional, by any court of competent jurisdiction thereof, such determination shall have no effect on any other section, paragraph, term or provision hereof, all of which will remain in full force and effect for the term of this Renewal License or any renewal or renewals hereof.

#### **SECTION 9.2 - FORCE MAJEURE**

If for any reason of force majeure the Licensee is unable in whole or in part to carry out its obligations hereunder, said Licensee shall not be deemed in violation or default during the continuance of such inability. Unless further limited elsewhere in this License, the term "force majeure" as used herein shall have the following meaning: strikes; acts of god; acts of public enemies, orders of any kind of the government of the United States of America or of the Commonwealth of Massachusetts or any of their departments, agencies, political subdivisions, or officials, or any civil or military authority; insurrections; riots, epidemics; landslides; lightning; earthquakes; tornados; fires; hurricanes; volcanic activity; storms; floods; washouts; droughts, arrests; civil disturbances; explosions; partial or entire failure of utilities; or any other cause or event not reasonably within the Licensee's control.

### **SECTION 9.3 - NOTICES**

Every notice to be served upon the Issuing Authority shall be delivered or sent by certified mail (postage prepaid) to Attn: Board of Selectmen, Town of Erving, 12 East Main Street, PO Box 188, Erving, MA 01344 or such other address as the Issuing Authority may specify in writing to the Licensee. Every notice served upon the Licensee shall be delivered or sent by certified mail (postage prepaid) to Attn: Director of Government & Legal Affairs, MediaOne, 1127 Main Street, Springfield, MA 01103 and a copy to Attn: Corporate Counsel, MediaOne, 6 Campanelli Drive, Andover, MA 01810, or such other address as the Licensee may specify in writing to the Issuing Authority. The delivery shall be equivalent to direct personal notice, direction or order, and shall be deemed to have been given at the time of receipt.

WITNESS OUR HANDS AND OFFICIAL SEAL, THIS \_\_\_\_\_ DAY OF  
\_\_\_\_\_ 19\_\_\_\_.

TOWN OF ERVING

By:

\_\_\_\_\_  
Selectman

\_\_\_\_\_  
Selectman

\_\_\_\_\_  
Selectman

Accepted by:

MEDIAONE OF PIONEER VALLEY, INC.

\_\_\_\_\_  
Russell H. Stephens  
Senior Vice President  
Northeast Region

# **EXHIBIT A**

## **Area To Be Served**

*Please see the following page.*

## **EXHIBIT B**

### **Extended Areas To Be Served**

*Please see the following page.*

## **EXHIBIT C**

### **Current Schedule of Rates and Charges**

*Please see the following page(s).*